



REPUBLIC OF GHANA

GOVERNMENT OF GHANA

MINISTRY OF EDUCATION



UNIVERSITY FOR DEVELOPMENT STUDIES

CONTRACT DOCUMENT

FOR

SUPPLY AND INSTALLATION OF COMPUTERS

(NR/UDS/WACWISA/GD/005/2023)

Client:
University for Development Studies
P.O.Box 1350
Tamale, N/R

September, 2023

UNIVERSITY FOR DEVELOPMENT STUDIES

Tel: 0372093659/0372022078/0372026634
Fax: 03720-22080
Website: www.uds.edu.gh
Email: vc@uds.edu.gh

P. O. Box 1350
Tamale, Ghana



NR/UDS/WACWISA/GD/005/2023

Our Ref:

Your Ref:

OFFICE OF THE VICE-CHANCELLOR

September 9, 2023

Date:

The Managing Director
Total Supplies and Services Limited
P.O. Box 1700
Tamale

Dear Sir,

NOTIFICATION OF AWARD

This is to notify you that your Tender dated **May 19, 2023** for execution of the contract for the **Supply and Installation of Computers (Contract No: NR/UDS/WACWISA/GD/005/2023)**, in the amount of **One Million, Five Hundred and Sixty Thousand, Three Hundred and Twenty Ghana Cedis (Gh¢1,560,320.00)** as corrected in accordance with the Instructions to Tenderers for delivery within eight (8) weeks is hereby accepted.

This notification of award will constitute the formation of contract. However, until and unless you furnish the Performance Security of **One Hundred and Fifty Six Thousand and Thirty Two Ghana Cedis (Gh¢156,032)** and send it to us within fourteen (14) days you receive this notification of award, the contract shall not be deemed active. You are hereby instructed to proceed with the fulfillment of performance security and signing of contract within fourteen (14) days of the receipt of this letter. Failure to comply with the fulfillment of performance security and signing of contract within the time will constitute failure of formation of contract and forfeiture of Tender Security.

You are hereby instructed to proceed with the necessary action for the execution of the said procurement in accordance with the Tender and Contract documents.

Authorized Signature:

Name and Title of Signatory: **Prof. Seidu Al-hassan** (Vice-Chancellor)

Name of Agency: University for Development Studies

Address for Correspondence: Post Office Box 1350

Tamale, N/R

Tel: 0372-09703

cc: The Pro Vice Chancellor, UDS
The Registrar, UDS
The Director, WPD, UDS
The Director of Finance, UDS
The Secretary, Tender Committee, UDS
The Director of Internal Audit, UDS
The Director of Procurement, UDS
The Director of WACWISA, UDS
The Head of Stores, UDS



SAFETY AND SECURITY
IN A HOME

DONEWELL INSURANCE COMPANY LIMITED

F333/1 CARL QUIST STREET, KUKU HILL, OSU-RE
P. O. BOX 2136, OSU - ACCRA
TEL: 772778/760483/783105/783106
FAX: 760484
E-mail: info@donewellinsurance.com

SURETY BOND

PERFORMANCE BOND

TYPE OF BOND:.....

P/110/1/BO/4103/000005/23

BOND NUMBER:.....

UNIVERSITY FOR DEVELOPMENT STUDIES

OBLIGEE:

9TH SEPTEMBER, 2023 – 8TH NOVEMBER, 2023

PERIOD OF GUARANTEE:

"IF IT MUST BE DONE, IT MUST BE DONEWELL"

DONEWELL INSURANCE COMPANY LIMITED

PERFORMANCE BOND

P/110/1/BO/4103/000005/23

By this Bond **TOTAL SUPPLIES AND SERVICES LIMITED.** of P. O. Box 1700 Tamale Northern Region, (hereinafter called "the Contractor") and Donewell Insurance Co. Ltd. of P. O. Box 2136, Accra (hereinafter called "the Surety"), are held and firmly bound unto **UNIVERSITY FOR DEVELOPMENT STUDIES** as Obligee (hereinafter called "the Employer") in the amount of (GHC156,032.00.) ONE HUNDRED AND FIFTY-SIX THOUSAND AND THIRTY-TWO GHANA CEDIS for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Contractor and the Surety bind themselves, their heirs, executors, administrators successors and assigns, jointly and severally, firmly by these present_____

WHEREAS the Contractor has entered into a Contract with **Employer** dated the 9TH day of SEPTEMBER, 2023 for **SUPPLY AND INSTALLATION OF COMPUTERS (CONTRACT NO: NR/UDS/WACWISA/GD/005/2023)** accordance with the documents, plans, specifications, amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as contract_____.

NOW, THEREFORE, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise it shall remain in full force and effect. Whenever the Contractor shall be, and declared by the Employer to be, in default under the Contract, the Employer having performed the Employer's obligations there under, the Surety may promptly remedy the default, or shall promptly:

Complete the Contract in accordance with its term and conditions; or
_____.

1. Obtain a Tender or Tenders from qualified Tenderers for submission to the Employer for completing the Contract in accordance with its terms and conditions, and upon determination by the Employer and Surety of the

lowest responsive Tenderer, arrange for a Contract between such Tenderers and Employer and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "Balance of the Contract Price", as used in this paragraph, shall mean the total amount payable by Employer to the Contractor under the Contract, less the amount properly paid by the Employer to Contractor; or _____.

Pay the Employer the amount required by the Employer to complete the Contract in accordance with its term and conditions up to a total not exceeding the amount of this Bond _____.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond _____.

Any suit under this Bond must be instituted before the expiration of Six months from the date of the issuance of the Certificate of Completion _____.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Employer named herein or the heirs, executors, administrators, successors, and assigns of the Employer _____.

In testimony whereof, the Contractor has hereunto set his hand and affixed its seal, and the Surety has caused these presents to be sealed with its corporate seal duly attested by the signature of its legal representative, this 9th day of September 2023 _____.

SIGNED SEALED and DELIVERED for **Director** **Tota Supplies & Services**
and on behalf of **TOTAL SUPPLIES AND SERVICES LIMITED**
in the presence _____)

SIGNED SEALED and DELIVERED _____)
By **DONEWELL INSURANCE COMPANY LIMITED**)
In the presence of _____)

NINKABSIBA BENJAMIN LORWONT

[Signature]



LETTER OF INDEMNITY

TO

DONEWELL INSURANCE COMPANY LIMITED

FROM

DICL

TOTAL SUPPLIES AND SERVICES LIMITED

TAMALE

GHANA

DATED THIS 9TH SEPTEMBER, 2023.

LETTER OF INDEMNITY

TO: DOWELL INSURANCE COMPANY LIMITED
F333/1 CARL QUIST STREET
KUKU HILL
OSU R.E., ACCRA.

In consideration of Donewell Insurance Company Limited (hereinafter referred to as "Donewell") issuing or otherwise accepting liability under the Guarantee dated 9TH SEPTEMBER, 2023 in connection with Bond No(s) P/110/1/BO/4103/000005/23 of (GHC156,032.00.) ONE HUNDRED AND FIFTY-SIX THOUSAND AND THIRTY-TWO GHANA CEDIS in favour of copy of which is attached hereto, (hereinafter referred to as the "Guarantee"), TOTAL SUPPLIES AND SERVICES LIMITED of TAMALE, Ghana (hereinafter referred to as "the Company" which term shall be deemed to include the Company's successors and assigns) hereby covenants and agrees with Donewell as follows:

INDEMNITY

The Company shall indemnify and keep Donewell indemnified against all demands, claims, liabilities, losses, costs and expenses whatsoever, (including all legal and other costs, charges and expenses Donewell may incur in connection with the Guarantee or in enforcing or attempting to enforce its rights under this Indemnity) arising in relation to or out of the Guarantee or as a result of Donewell having issued it. The Company shall pay and reimburse such sums to Donewell on demand together with interest on them (as well after as before judgement) from the date when they were first paid or incurred by Donewell until payment of them by the Company in full at the current Standard Chartered Bank rate of interest on the date of payment such interest to be calculated on the balance owing from day to day and to be payable by monthly installments on the last day of each month PROVIDED ALWAYS that if any such interest or interest payable on arrears of interest capitalized under this present clause shall remain unpaid after the day on which the same ought to have been paid the same shall be added for all purposes to the general balance of account hereby secured and shall thenceforth bear interest payable at the rate and on the days aforesaid.

AUTHORISATION TO MAKE PAYMENTS

The Company irrevocably authorizes Donewell to make any payments or to comply with any demands which appear or purport to be claimed or made under the Guarantee without any further reference to or further authority from the Company, without inquiry into the justification for them or into the validity, genuineness, or accuracy of any statement or certificate received by Donewell with respect to or under the Guarantee and despite any contestation on our part and the Company agrees that any such claim or demand shall be binding on the Company and shall as between Donewell and the Company be accepted by the Company as conclusive evidence that Donewell were liable to pay or comply with the demand.

NOTICES

Any notice demand or communication given under this agreement shall be in writing and shall be deemed to be duly served if left at or sent by registered post or if sent by facsimile or email received at the following that is to say:

In the case of notices demands or communications served on Donewell;

DONEWELL INSURANCE CO. LTD.
F333/1 CARL QUIST STREET
KUKU HILL
OSU RE
P. O. BOX GP 2136
ACCRA
FACSIMILE: 233-0302-
TELEPHONE: 233-0302-772778/760483/783105/783106
EMAIL: www.donewellinsurance.com

and in the case of notices demands or communications served on the Company;

TOTAL SUPPLIES AND SERVICES LIMITED

TAMALE

GHANA

TELEPHONE: 233 - 208167330
FACSIMILE: 233 -
E-mail:-
Website:

or in any case such other address, telex cable, email or facsimile as may from time to time be notified in writing by one party to the other. Any notice, demand or communication shall be deemed to be given if sent by registered mail five (5) business days after posting or twelve (12) business days in the case of airmail or if sent by telex or cable and received by the other party at the moment of dispatch or if left at the above address at the time of delivery PROVIDED that if in the case of notices, demands and communications made or given by facsimile, telex or cable or delivery the moment of dispatch or (as the case may be) the time of delivery does not occur on a day which is a business day at the place where such notice demand or communication is received such notice demand or communication shall not be deemed to have been given until the first business day afterwards at such place of receipt.

EFFECT OF OTHER INDEMNITIES

Donewell's rights under this Indemnity shall be in addition to and shall not be in any way be prejudiced or affected by any other indemnities, guarantees, securities or other obligations which Donewell may now or subsequently hold whether from the Company or from any other person. Donewell may at any time and without reference to the Company give time for payment or grant any other indulgence and give up, deal with, vary, exchange or abstain from perfecting or enforcing any other indemnities, guarantees, securities or other obligations held by Donewell at any time and discharge any party to them or any of them and realise them or any of them and compound with, accept compositions from and make any other arrangements with the beneficiary or beneficiaries of the Guarantee or any person or persons as Donewell thinks fit without affecting the Company's liability under this Indemnity.

RESORTING TO OTHER MEANS OF PAYMENT

Donewell shall be at liberty but not bound to resort for its own benefit to any other means of payment at any time and in any order Donewell may think fit without in consequence diminishing the Company's liability and Donewell may enforce its rights under this Indemnity either for the payment of the ultimate balance after resorting to other means of payment or for the balance due at any time notwithstanding that other means of payment have not been resorted to and in the latter case without entitling the Company to any benefit from such other means of payment so long as any money remains due and owing or payable whether actually or contingent from or by the Company to Donewell.

MODIFICATION

The Guarantee may from time to time be modified, amended, renewed or extended either in accordance with its original terms or upon the Company's request and the agreement of Donewell and the beneficiary of the Guarantee. The Company's liability under this Indemnity shall continue to apply to the Guarantee as so modified, amended, renewed or extended from time to time.

DELAY AND WAIVER

No delay or omission on Donewell's part in exercising any right, power, privilege or remedy in respect of this Indemnity shall impair such right, power, privilege or remedy or be construed as a waiver of it, nor shall any single or partial exercise of any such right, power, privilege or remedy preclude any further exercise of it or the exercise of any other right, power, privilege or remedy. The rights, powers, privileges and remedies provided in this indemnity are cumulative and not exclusive of any of the rights, powers, privileges and remedies provided by law.

GOVERNING LAW AND JURISDICTION

This agreement shall be governed by and construed in accordance with Ghanaian law and it is irrevocably agreed for the exclusive benefit of Donewell that the courts of Ghana in Accra shall have jurisdiction to settle any disputes which may arise out of or in connection with this Indemnity and that accordingly any suit action or proceeding arising out of or in connection with this Indemnity (in this clause referred to as proceedings) may be brought in such courts. Nothing in this clause shall limit the right of Donewell to take proceedings against the debtor in any other court of competent jurisdiction nor shall the taking of proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction whether concurrently or not.

DATED AT TAMALE THIS 9th DAY OF SEPTEMBER, 2023

Signed for and on behalf of **TOTAL SUPPLIES AND SERVICES LIMITED**

In the presence of:

Director
Total Supplies & Services
Tamale

Witness

Name: Mawudeku Kafui Comfort

Address: P.O Box TL1700

Signature: [Signature]

Signed for and on behalf of **DONEWELL INSURANCE COMPANY LIMITED** by:

[Signature]

In the presence of:

Witness

Name: BANMANAKIA LEBI

Address: P. O. BOX 2136, ACCRA

Signature: [Signature]



DONEWELL INSURANCE COMPANY LIMITED

DIRECTOR'S PERSONAL GUARANTEE

In consideration of the Donewell Insurance Company Ltd. (Surety Company) becoming surety on the Bond applied for on 9TH SEPTEMBER, 2023 (the Bond) No(s). P/110/1/BO/4103/000005/23 for **UNIVERSITY FOR DEVELOPMENT STUDY, I, ABDUL RASHID YAKUBU** of **TOTAL SUPPLIES AND SERVICES LIMITED** of P.O.BOX 1700 - TAMALE, Ghana, do hereby covenant agree to pledge my assets and also hereby bind myself, my heirs, executors, **agents, sub-contractors** administrators and assigns, to indemnify the Donewell Insurance Company Ltd, against all losses, costs, damages, charges, and assigns to indemnify ever and however resulting from any act, default or neglect of me or of my employees **heirs, executors, administrators**, sub-contractors and agents, that the Donewell Insurance Company Ltd **and also its reinsurer** may sustain or incur by reason of its having executed the Bond or any continuation thereof.

I hereby further agree for myself, my heirs, executors, **agents, sub-contractors**, administrators and assigns, to accept the vouchers or any other evidence of any sum paid by the Donewell Insurance Company Ltd under the **Bond** together with vouchers and other **written** evidence of payment incurred by the Donewell Insurance Company Ltd in completing **Bond**, as conclusive, evidence against me and my estates of the fact and extent of my liability, under the said obligation to the said **UNIVERSITY FOR DEVELOPMENT STUDY**.

It is further expressly agreed that the Donewell Insurance Company Ltd possesses the right to redeem the Bond at its discretion to take over and dispose of my properties both movable or immovable; **and** in whatever state such properties would be. It is **hereby** agreed and **shall hereafter be** binding on me, to **hand over and release** instruments in my possession **as shall be required to** provide unhindered access to the Donewell Insurance Company Ltd to dispose of such property as they in **their absolute discretion** may deem fit for the purpose of **settlement** of any debts, liabilities or losses that may be outstanding, consequent upon honouring the Bond not **withstanding that I may** dispute my liability towards **UNIVERSITY FOR DEVELOPMENT STUDY**.

Pledge my assets and all other properties that I may possess at the time of judgment and thereafter _____.

Dated this 9th Day of SEPTEMBER, 2023 _____.

SIGNED SEALED and DELIVERED by, ABDUL RASHID YAKUBU)
of TOTAL SUPPLIES AND SERVICES LIMITED)
in the presence of

SECTION TWO

**Tender Form and the Price Schedule
submitted by the Tenderer**



TOTAL SUPPLIES & SERVICES LTD

Dealers in Computers, Computer Accessories, Stationery, General Supplies.

Our Ref No:

Your Ref No:

Email: totalrasshy@yahoo.com

P. O. Box TL 1700, Tamale

Tel: 03720-23556 / 0244-968154/ 020-8163730

Location: Bolga Road, Near Ahmaddia Mosque

Tender Form

Date: 18/05/2023

IFT

No:NR/UDS/WACWISA

/GD/005/2023

To: UNIVERSITY FOR DEVELOPMENT STUDIES

P.O.BOX TL 1350

TAMALE, N/R.

Gentlemen and/or Ladies:

Having examined the Tender documents including Addenda Nos. [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver *Computers* in conformity with the said Tender documents for the sum of **GHS1,280,000.00** or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

We undertake, if our Tender is accepted, to deliver the goods and services in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Tender is accepted, we will provide a Bank Guarantee acceptable to the Purchaser in a sum equivalent to two percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this Tender for a period of 90 days from the date fixed for Deadline for Tender submission, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this



TOTAL SUPPLIES & SERVICES LTD

Dealers in Computers, Computer Accessories, Stationery, General Supplies.

Our Ref No:

Your Ref No:

Email: totalrasshy@yahoo.com

P. O. Box TL 1700, Tamale

Tel: 03720-23556 / 0244-968154/ 020-8163730

Location: Bolga Road, Near Ahmaddia Mosque

Tender, and to contract execution if we are awarded the contract, are listed below:

Name and address of Agent	Amount and Currency	Purpose of Commission or Gratuity
---------------------------	---------------------	-----------------------------------

None
None
None

None
None
None

None
None
None

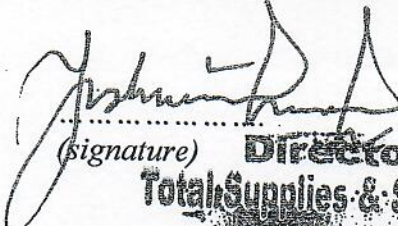
(if none, state "none")


Until a formal Contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any Tender you may receive.

We certify/confirm that we comply with the eligibility requirements as per ITT Clause 2 of the Tender documents.

Dated this 18th [dd] day of May [mm] month of 2023 [yy].


(signature) **Director**
Total Supplies & Services


(In Capacity of)

Duly authorized to sign Tender for and on behalf of Total Supplies & Services

PRICE SCHEDULE

Appendix 12

PACKAGE NO. NR/UDS/WACWISA/GD/005/2023- SUPPLY AND INSTALLATION OF COMPUTERS FOR WACWISA

Name of Tenderer: TOTAL SUPPLIES AND SERVICES

1	Descripti on	Count ry of origin	Qt y	Unit Price 5	Total Price EXW (GHs) 6=4 x 5	Total Price of Inland and Outland Delivery to final destinatio n 7	Total CIP site 8=6+7	Incidental Services and others 9	Total Tender Price (€) 10=8+9	Rema rks 11
1	Lap Top Comput ers	USA	50	15,200.00	760,000. 00	332,000. 00	1,092,000. 00	188,000. 00	1280000. 00	
GRAND TOTAL									GHS 1,280,000.00	

Total Tender Price is One million two hundred and eighty thousand Ghana cedis

Signature of Tenderer:

Director

- Note: 1. In case of discrepancy between unit price and total, the unit price shall prevail.
2. Tenderer must have to accept the correction of arithmetic error pursuant to ITT Clause
3. All Prices including the Total Tender price are VAT exclusive.

Director
Total supplies & services
Tamale

SECTION THREE

Contract Form

Contract Form

THIS AGREEMENT made the 14th day of September, 2023, between **University for Development Studies (UDS) – Tamale** of Ghana (hereinafter called “the Purchaser”) of the one part and **Total Supplies and Services Limited, P. O. Box 1700, Tamale** of Ghana (hereinafter called “the Supplier”) of the other part:

WHEREAS the Purchaser invited Tenders for certain goods and ancillary services, viz. **Supply and Installation of Computers** and has accepted a Tender by the Supplier for the supply of those goods and services in the sum of **One Million, Five Hundred and Sixty Thousand, Three Hundred and Twenty Ghana Cedis (GHs 1,560,320.00)** (hereafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Tender Form and the Price Schedule submitted by the Tenderer;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract;
 - (f) the Purchaser’s Notification of Award; and
 - (g) Contract Data Sheet
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

On behalf of the Purchaser

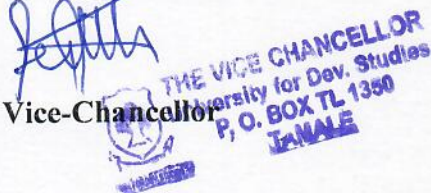
Name: **Prof. Seidu Al-hassan**

Signature:

Designation: **Vice-Chancellor**

Seal:

Date: **14/09/2023**



Witnessed By:

Name: **Ing. Kwame D. Debrah**

Signature:

Designation: **Director, WPD**

Date: **14/09/2023**



On behalf of the Supplier

Name: **J-A-Rashid**

Signature:

Designation:

Seal:

Date: **14/09/23**

Director

Total Supplies & Services

Tamale

Witnessed by:

Name: **Abdullah Rashid Tikebech Yohannes**

Signature:

Designation:

Date: **14/09/2023**

Sales Manager

SECTION FOUR
Technical Specification

TECHNICAL SPECIFICATION

SUPPLY AND INSTALLATION OF COMPUTERS FOR WACWISA

TECHNICAL SPECIFICATIONS		
	<u>SPECIFICATIONS REQUIRED</u>	OFFERED SPECIFICATION Describe all features of items offered including any not specified. Indicate if a special feature or preference is not available.
No.	Principal Features Sought	
	CONSUMABLES	
1	Lap top Computers: <ul style="list-style-type: none"> • Core I7 processor (4-Physical cores of 1.8GHz minimum/ cache > or = 8MB) • 16GB RAM • 128GB SSD Drive + 1TB SATA hard drive • 15.6" screen • At least 3USB 3.0 ports • French Azerty key board • 1 HDMI port • 1 RJ45 100/1000 port • Free dos (no operating system required) • 1 case + 1 mouse + 1 mouse pad • Customised 2iE Institute 	HP Lap top Computers: <ul style="list-style-type: none"> • Hp notebook-15-da2814nia • Core I7 processor (4-Physical cores of 1.8GHz minimum/ cache > or = 8MB) • 16GB RAM • 128GB SSD Drive + 1TB SATA hard drive • 15.6" screen • At least 3USB 3.0 ports • French Azerty key board • 1 HDMI port • 1 RJ45 100/1000 port • Free dos (no operating system required) • 1 case + 1 mouse + 1 mouse pad Customised 2iE Institute